MDTE No. 1011Ks Cancels MDTE No. 1011J

# INTERRUPTIBLE SERVICE MENU SCHEDULE I-1 Page 1 of 4

AVAILABILITY: This rate is available to any primary voltage customer who, by contract, agrees to interrupt a connected load of at least 2,500 kilowatts above the customer's Firm Contract Demand (defined below) during periods when the Company's expected cost of energy delivered to the customer exceeds the energy charge below divided by 90.4 percent; the Company's or the New England Power Pool's reliability is threatened; or the Company is near its expected peak load.

This rate is not available to new applications except that customers taking service on this rate prior to March 1, 1995 can continue taking service on this rate up to the Interruptible Contract Demand level as of that date.

DEFINITIONS: Interruptible Contract Demand is the maximum connected load subject to interruption. Firm Contract Demand is that level of demand, measured in kilowatts, below which the customer expects to receive firm service. Firm Contract Demand may be zero.

INCREASING CONTRACT DEMAND LEVELS: During the term of this contract the customer may, by written notice to the Company, increase the Interruptible Contract Demand or Firm Contract Demand at any time. When the customer's maximum demand, in a noninterrupt period, exceeds the sum of the Firm Contract Demand and Interruptible Contract Demand, a new Firm Contract Demand, equal to the customer's demand minus the Interruptible Contract Demand, shall be established for the next twelve months of service under this or any other rate schedule.

REDUCING CONTRACT DEMAND LEVELS: If, during the last twelve (12) months, the customer has complied with all of the Company's requests for peak or reliability based load interruption, then, upon not less than three (3) months' prior written notice, the customer may decrease the Firm Contract Demand. Upon not less than three (3) months' prior written notice, the customer may decrease the Interruptible Contract Demand solely to reflect lower load levels resulting from demonstrable conservation and load management.

FIRM SERVICE: Firm service (if any) shall be provided under the applicable firm service rate schedule, and all kWh sales at demand levels up to the Firm Contract Demand shall be billed under that rate schedule.

NONFIRM SERVICE: All kWh sales, other than those billed under firm service, shall be billed at the energy charge selected from the menu under this rate schedule, except for kWh that represent purchases to avoid energy cost based interruption, as defined below.

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## **MONTHLY CHARGES:**

CUSTOMER CHARGE: \$816.42

FACILITIES CHARGE: \$3.49 per kW of Interruptible Contract Demand

ENERGY CHARGE: Selected from the Menu Times 90.4 Percent

ENERGY CHARGE MENU: The customer shall contract quarterly with the Company for an energy price level, which shall be fixed for the following three (3) months. This fixed energy price is available for each Quarter beginning December, March, June, and September, although quarters are subject to change at the Company's discretion. Each energy price in the menu shall be associated with an estimated number of hours of energy cost based interruption for the Quarter and a selected notice of interruption. The Company shall only be required to offer price/hours of interruption combinations that it deems reasonable.

## CHARGES INCLUDED IN THE ABOVE RATES, ON AN EQUIVALENT PER-KWH BASIS:

TRANSITION \$0.00500 per kWh

TRANSMISSION \$0.00449 per kWh

STANDARD SERVICE \$0.05245 per kWh

OR DEFAULT SERVICE As Per Default Service Tariff

DEMAND-SIDE MANAGEMENT \$0.00250 per kWh

RENEWABLE ENERGY \$0.00050 per kWh

## SUPPLIER SERVICE OPTIONS:

STANDARD SERVICE As Per Standard Offer Service Tariff

DEFAULT SERVICE As Per Default Service Tariff

THIRD-PARTY SUPPLY

As Per Standard Offer Service or

**Default Service Tariffs** 

### TRANSITION COST ADJUSTMENT:

The Transition charges and terms under this rate includes a Transition Cost Adjustment Charge set in accordance with the Company's Transition Cost Adjustment.

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### TRANSMISSION COST ADJUSTMENT:

Transmission service charges for all customers taking service under this rate shall be set in accordance with the Company's Transmission Cost Adjustment.

NOTICE OF INTERRUPTION: The customer may elect to receive all interruptions on any of 5 minutes, 30 minutes, or 60 minutes notice. At its discretion, the Company may give longer notice to the customer and will attempt, but shall not be obligated to provide the customer with a weekly schedule of energy cost based interruptions.

LIMITS TO INTERRUPTION: Interruptions which are not based on energy costs will be limited to an amount equal to the product of number of occurrences forecast for NEPOOL Block B (NEPOOL Criteria, Rules, and Standards No. 16) times ten hours, or 200 hours, whichever is higher.

FAILURE TO COMPLY WITH PEAK OR RELIABILITY BASED INTERRUPTION: In the event the customer fails to reduce load to the Firm Contract Demand at the time and for the period specified by the Company when the interruption is not based on the Company's energy cost, the customer's demand in excess of the Firm Contract Demand shall be deemed as establishing a new level of Firm Contract Demand, which shall determine the demand charges of the applicable firm service rate for twelve months.

PURCHASES TO AVOID ENERGY COST BASED INTERRUPTION: The customer shall have the right to avoid an interruption which is based solely on the Company's cost, by electing to pay the Company's estimated marginal cost of generation times 90.4 percent, adjusted for losses and operating margin, plus 5.4 mils, as described below, for each kilowatt-hour above the Firm Contract Demand (the buythrough kWh). The right to avoid interruption will not be available during any period when the interruption is based on reliability or peak conditions.

The price to be paid for buythrough kWh shall be determined in advance by the Company and provided to the customer at the time of notice of interruption. That price per kWh (P) shall be determined as follows:

Notice to Interrupt

Where t = 2 mils 5 minutes 5 mils 30 minutes 8 mils 60 minutes

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MAXIMUM BILL CHARGE: The monthly bill under this rate will be limited to no more than the sum of 1) the applicable firm rate at a demand level equal to Firm Contract Demand plus Interruptible Contract Demand in conjunction with the Demand Reduction Rider at Interruptible Contract Demand and one hour notice, plus 2) the difference between the amount billed in this month for buythrough kWh in those hours of energy cost-based interruption not exceeding, for the quarter, the number of hours selected by the customer, and the product of these kWh times the energy price selected by the customer.

METERING: The customer charge for this rate is based on hourly metering only. If additional equipment is required by the Company or any agency having jurisdiction, such equipment shall be installed and maintained by the Company at the customer's expense.

TERM OF CONTRACT: Five (5) years and continuing until terminated by at least five (5) years' prior written notice given by either party to the other specifying the date of termination.